

**AMENDMENT NO. TWO TO  
PROFESSIONAL SERVICES AGREEMENT WITH  
BOHLIN CYWINSKI JACKSON FOR  
NEWPORT BEACH CIVIC CENTER & PARK DEVELOPMENT PLAN PROJECT  
PHASE TWO**

THIS AMENDMENT NO. TWO TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. Two"), is entered into as of this 23<sup>rd</sup> day of August, 2010, by and between the CITY OF NEWPORT BEACH, a California Municipal Corporation ("CITY"), and BOHLIN CYWINSKI JACKSON, a Pennsylvania Corporation whose address is 49 Geary Street, Suite 300, San Francisco, California 94108 ("CONSULTANT"), and is made with reference to the following:

**RECITALS:**

- A. On April 27, 2010, City and Consultant entered into a Professional Services Agreement ("Agreement") for architectural and consultant services for the second phase of the Newport Beach Civic Center & Park Development Plan Project ("Project").
- B. On July 12, 2010, City and Consultant entered into Amendment No. One to the Agreement to increase the scope of work and increase the total compensation.
- C. City and Consultant desire to enter into this Amendment No. Two to reflect additional services not included in the Agreement or prior Amendment and to increase the total compensation.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

**1. TERM**

Section 1 of the Agreement and shall be amended hereby and the following is substituted in its entirety.

The term of the Agreement shall terminate on **December 31, 2011**, unless terminated earlier as provided for in Agreement.

**2. SCOPE OF WORK**

Section 2 of the Agreement and Section 1 of Amendment No. One shall be supplemented to increase the scope of services dated July 3, 2010, which is attached hereto as Exhibit A and incorporated herein by reference. The City may elect to delete certain tasks of the Scope of Services at its sole discretion.

**3. COMPENSATION**

The introductory paragraph to Section 4 of the Agreement shall be amended hereby and the following is substituted in its entirety.

City shall pay Consultant for the services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached to the Agreement. Consultant's total amended compensation for all work performed in accordance with this Agreement and prior amendment, including all reimbursable items and subconsultant fees, shall not exceed **Five Million, One Thousand, Nine Hundred Fourteen Dollars and no/100 (\$5,001,914.00)** without prior written authorization from City ("Total Amended Compensation"). ✓

3.1 The Total Amended Compensation reflects Consultant's additional compensation for additional services to be performed in accordance with this Amendment No. Two, including all reimbursable items and subconsultant fees, in an amount not to exceed Eight Thousand, Three Hundred Thirty Dollars and no/100 (\$8,330.00), without prior written authorization from City. ✓

#### 4. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in Agreement shall remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. Two on the dates written below.

**APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY**

Date: \_\_\_\_\_

By: [Signature]  
Mynette D. Beauchamp,  
Assistant City Attorney

**CITY OF NEWPORT BEACH,  
A California Municipal Corporation**

Date: 8/23/10

By: [Signature]  
Stephen G. Badum,  
Public Works Director

**ATTEST:**

Date: 8.23.10

By: [Signature]  
Leilani I. Brown,  
City Clerk



**CONTRACTOR:**

BOHLIN CYWINSKI JACKSON

Date: 16 AUG 2010

By: [Signature]  
Gregory R. Mottola,  
Vice President

Date: 8-19-10

By: [Signature]  
W. Dan Haden, III.,  
Vice President/Treasurer

Attachment:            Exhibit A – Additional Services to be Performed

# **EXHIBIT A**

# Bohlin Cywinski Jackson

Peter Q. Bohlin, FAIA  
Bernard J. Cywinski, FAIA  
Jon C. Jackson, FAIA  
W. Dan Haden III, AIA  
Frank W. Grauman, AIA  
William D. Loose, AIA  
Cornelius J. Reid, III AIA  
Karl A. Backus, AIA  
Gregory R. Mottola, AIA  
C. Roxanne Sherbeck, AIA  
Robert E. Miller, AIA  
Raymond S. Calabro, AIA

3 July 2010

**Mr. Steve Badum, Public Works Director**

City of Newport Beach  
3300 Newport Boulevard  
Newport Beach, CA 92663

**Project:**        **Newport Beach City Hall**  
Newport Beach Project Number xxx  
BCJ Project 08519C

**Subject:**       **Command Center – AV programming**  
Additional Services Proposal (BCJ Project 08519C **x04**)

Dear Mr. Badum:

In the course of the Civic Center project, the space that will serve the City in an emergency situation has evolved through a series of iterations. In most recent history, at a meeting held on the ninth of April, direction was provided to change the name of this space to "Command Center" and expand the square footage. This change served as the basis for BCJ add service 08519C x 01. On the 15<sup>th</sup> June, another meeting was held to discuss the AV infrastructure of this space. In this meeting it became apparent that the users of this space were attempting to describe an AV infrastructure program that had not been expressed to date. While it is good these needs are being expressed, allowing the design team to meet the users' requirements, their introduction at this comparatively late stage in the design process has resulted in this request for additional services.

## **Project Scope**

Audiovisual consultant Charles Salter Associates (CSA) will attend a meeting in Newport Beach to review the AV operational goals of the Command Center and discuss strategies for meeting these goals. At the end of this meeting there will be an agreed-upon implementation strategy for meeting these goals. CSA will then update the AV programming document to reflect the revised goals and update the drawings and specifications to reflect the implementation strategy. Please see CSA's proposal for additional scope description.

BCJ will manage this process, coordinate CSA's efforts with the design team and the City, and attend the meeting with the City and CSA.

Architecture Planning Interior Design

Wilkes-Barre/Pittsburgh/Philadelphia/Seattle/San Francisco

49 Geary Street – Suite 300

San Francisco, California 94108

415.989.2100/Fax: 415.989.2101

# Bohlin Cywinski Jackson

08519C x04

3 July 2010

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## Schedule

There is no proposed change in schedule based on the scope described in this Additional Service.

## Project Fee

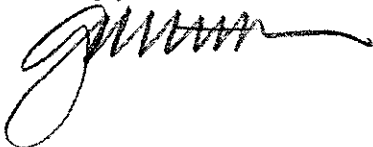
This proposal is for a time-and-material fee, with a not-to-exceed amount of \$8,330 based on the assumptions below:

<b>Services</b>	<b>BCJ</b>			
	01 hours	Principal	\$285.00 per hour	\$285
	02 hours	Senior Associate	\$160.00 per hour	\$320
	01 hours	Associate	\$125.00 per hour	\$125
	<b>CSA</b>	29 June 10 proposal		\$7,600
<b>Reimbursables</b>	<b>BCJ</b>	To be billed under base project (08519C)		NA
	<b>CSA</b>	To be billed under base project (08519C)		NA
	<b>Total</b>			<b>\$8,330</b>

The BCJ team appreciates the continued opportunity to work with the Newport Beach community towards the realization of this exciting project.

Please contact us if you have any questions or need additional information.

Sincerely yours,



Greg Mottola, AIA  
Principal



Steven Chaitow, AIA  
Project Manager

Cc: BCJ Team

### OWNER:

City of Newport Beach

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### ARCHITECT:

Bohlin Cywinski Jackson

Signed: \_\_\_\_\_

Printed Name: Gregory R. Mottola, AIA

Title: Vice President

Date: \_\_\_\_\_